

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BDC/ANAHEIM, LLC,) CASE NO. 8:23-CV-01732-JWH-DFM

Plaintiff,)

vs.)

RB ANAHEIM MANAGEMENT, LLC,)

Defendant.)

**STIPULATED PROTECTIVE
ORDER WITH
“CONFIDENTIAL” AND
“HIGHLY CONFIDENTIAL”
DESIGNATIONS**

RB ANAHEIM MANAGEMENT, LLC)

Counterclaimant.)

v.)

BDC/ANAHEIM, LLC)

Counterdefendant.)

1. PURPOSES, LIMITATIONS, AND GOOD CAUSE STATEMENT

Purposes and limitations. Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

Good cause statement. This action is likely to involve trade secrets, customer and pricing lists, marketing and business plans, and other valuable research, development, commercial, financial, and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential development or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable and necessary uses of

1 such material in preparation for and in the conduct of trial, to address their handling at
2 the end of the litigation, and serve the ends of justice, a protective order for such
3 information is justified in this matter. It is the intent of the parties that information will
4 not be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY” (defined below) for tactical reasons and that nothing
6 be so designated without a good faith belief that (a) it has been maintained in a
7 confidential, non-public manner, and (b) there is good cause why it should not be part
8 of the public record of this case.

9 **2. DEFINITIONS**

10 2.1 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that the Designating Party
14 reasonably believes qualifies for protection under Federal Rule of Civil Procedure
15 26(c).

16 2.3 Counsel (without qualifier): Outside Counsel of Record and House
17 Counsel (as well as their support staff).

18 2.4 Designated House Counsel: House Counsel who seeks access to
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this
20 matter.

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who (1) has been specially retained by a Party or its counsel
3 to serve as an expert witness or as a consultant in this action, (2) the retaining party
4 reasonably believes is not a past or current employee of a Party or of a Party's
5 competitor, and (3) at the time of retention, the retaining party reasonably believes is
6 not anticipated to become an employee of a Party or of a Party's competitor.

7 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 Information or Items: extremely sensitive “Confidential Information or Items,”
9 disclosure of which to another Party or Non-Party the Designating Party reasonably
10 believes would create a risk of harm that could not be avoided by less restrictive means.

11 2.9 House Counsel: attorneys who are employees of a Party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
17 to this action but are retained to represent or advise a Party to this action and have
18 appeared in this action on behalf of that Party or are affiliated with a law firm which
19 has appeared on behalf of that Party.

20 2.12 Party: any Party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
28 their employees and subcontractors.

1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected
8 Material (as defined above), but also (1) any information copied or extracted from
9 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
10 Material; and (3) any testimony, conversations, or presentations by Parties or their
11 Counsel that might reveal Protected Material. However, subject to Section 6 below, the
12 protections conferred by this Stipulation and Order do not cover the following
13 information: (a) any information that is in the public domain at the time of disclosure
14 to a Receiving Party or becomes part of the public domain after its disclosure to a
15 Receiving Party as a result of publication not involving any violation of this Order or
16 obligation of confidentiality to the Designating Party, including becoming part of the
17 public record through trial or otherwise; or (b) any information known to the Receiving
18 Party prior to the disclosure or obtained by the Receiving Party after the disclosure
19 from a source who obtained the information in a manner not involving any violation of
20 this Order or obligation of confidentiality to the Designating Party. Any use of
21 Protected Material at trial shall be governed by a separate agreement or order.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
25 in writing or a court order otherwise directs. Final disposition shall be deemed to be
26 the later of (1) dismissal of all claims and defenses in this action, with or without
27 prejudice; and (2) final judgment herein after the completion and exhaustion of all
28 appeals, rehearings, remands, trials, or reviews of this action, including the time limits

1 for filing any motions or applications for extension of time pursuant to applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under this
5 Order must take care to limit any such designation to specific material that qualifies
6 under the appropriate standards. To the extent it is practical to do so, the Designating
7 Party must designate for protection only those parts of material, documents, items, or
8 oral or written communications that qualify – so that other portions of the material,
9 documents, items, or communications for which protection is not warranted are not
10 swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an improper purpose
13 (e.g., to unnecessarily encumber or retard the case development process or to impose
14 unnecessary expenses and burdens on other parties) expose the Designating Party to
15 sanctions.

16 If it comes to a Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection at all or do not qualify for the
18 level of protection initially asserted, that Designating Party must promptly notify all
19 other parties that it is withdrawing the mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
22 or ordered, Disclosure or Discovery Material that qualifies for protection under this
23 Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
28 – ATTORNEYS' EYES ONLY" to each page of protected material. If only a portion

1 or portions of the material in a document or on a page qualifies for protection, then if
2 practicable, the Producing Party also must clearly identify the protected portion(s)
3 (e.g., by making appropriate markings in the margins) and must specify, for each
4 portion, the level of protection being asserted.

5 A Party or Non-Party that makes original documents or materials available for
6 inspection need not designate them for protection until after the inspecting Party has
7 indicated which material it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
10 inspecting Party has identified the documents it wants copied and produced, the
11 Producing Party must determine which documents, or portions thereof, qualify for
12 protection under this Order. Then, before producing the specified documents, the
13 Producing Party must affix the appropriate legend (as described above) and must
14 specify, for each portion, the level of protection being asserted.

15 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
16 the Designating Party identify on the record, before the close of the deposition, hearing,
17 or other proceeding, all protected testimony and specify the level of protection being
18 asserted. When it is impractical to identify separately each portion of testimony that is
19 entitled to protection and it appears that substantial portions of the testimony may
20 qualify for protection, the Designating Party may invoke on the record (before the
21 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to
22 identify the specific portions of the testimony as to which protection is sought and to
23 specify the level of protection being asserted. Only those portions of the testimony that
24 are appropriately designated for protection within the 21 days shall be covered by the
25 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
26 specify, at the deposition or up to 21 days afterwards if that period is properly invoked,
27 that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 Parties shall give the other parties notice if they reasonably expect a deposition,
2 hearing, or other proceeding to include Protected Material so that the other parties can
3 ensure that only authorized individuals who have signed the “Acknowledgment and
4 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
5 document as an exhibit at a deposition shall not in any way affect its designation as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY.”

8 (c) for information produced in some form other than documentary and for any
9 other tangible items, that the Producing Party affix in a prominent place on the exterior
10 of the container or containers in which the information or item is stored the legend
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY.” If only a portion or portions of the information or item warrant protection, the
13 Producing Party, to the extent practicable, shall identify the protected portion(s) and
14 specify the level of protection being asserted.

15 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
16 qualified information or items does not, standing alone, waive the Designating Party’s
17 right to secure protection under this Order for such material. Upon timely correction of
18 a designation, the Receiving Party must make reasonable efforts to assure that the
19 material is treated in accordance with the provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time. Unless a prompt challenge to a Designating
23 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
24 unfairness, foreseeable, unnecessary economic burdens, or a foreseeable, significant
25 disruption or delay of the litigation, a Party does not waive its right to challenge a
26 confidentiality designation by electing not to mount a challenge promptly after the
27 original designation is disclosed.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process by providing written notice of each designation it is challenging and
2 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
3 has been made, the written notice should recite that the challenge to confidentiality is
4 being made in accordance with this specific paragraph of the Protective Order. The
5 parties shall attempt to resolve each challenge in good faith and must begin the process
6 by conferring directly (in voice to voice dialogue; other forms of communication are
7 not sufficient) within 14 days of the date of service of notice. In conferring, the
8 Challenging Party must explain the basis for its belief that the confidentiality
9 designation was not proper and must give the Designating Party an opportunity to
10 review the designated material, to reconsider the circumstances, and, if no change in
11 designation is offered, to explain the basis for the chosen designation. A Challenging
12 Party may proceed to the next stage of the challenge process only if it has engaged in
13 this meet and confer process first or establishes that the Designating Party is unwilling
14 to participate in the meet and confer process in a timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
16 court intervention, the Designating Party shall file and serve a motion to retain
17 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
18 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
19 the Parties agreeing that the meet and confer process will not resolve their dispute,
20 whichever is earlier. Each such motion must be accompanied by a competent
21 declaration affirming that the movant has complied with the meet and confer
22 requirements imposed in the preceding paragraph. Failure by the Designating Party to
23 make such a motion including the required declaration within 21 days (or 14 days, if
24 applicable) shall automatically waive the confidentiality designation for each
25 challenged designation. In addition, the Challenging Party may file a motion
26 challenging a confidentiality designation at any time if there is good cause for doing
27 so, including a challenge to the designation of a deposition transcript or any portions
28 thereof. Any motion brought pursuant to this provision must be accompanied by a

1 competent declaration affirming that the movant has complied with the meet and confer
2 requirements imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,
5 to harass or impose unnecessary expenses and burdens on other parties) may expose
6 the Challenging Party to sanctions. Unless the Designating Party has waived the
7 confidentiality designation by failing to file a motion to retain confidentiality as
8 described above, all parties shall continue to afford the material in question the level
9 of protection to which it is entitled under the Producing Party's designation until the
10 court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this case
14 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
15 Material may be disclosed only to the categories of persons and under the conditions
16 described in this Order. When the litigation has been terminated, a Receiving Party
17 must comply with the provisions of section 15 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that reasonably ensures that access is limited to the
20 persons authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
24 only to:

25 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this litigation;

28 (b) subject to Section 7.3, the principals, officers, directors, advisors, and

employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) subject to Section 7.3, Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation, subject to confidentiality obligations at least as stringent as those contained herein;

(f) [INTENTIONALLY LEFT BLANK]

(g) authors or original recipients of a document containing the information or a custodian or other person who otherwise already possessed or knew the information, including officers, directors, and employees of the Designating Party, to the extent reasonably necessary for this litigation.

Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to persons listed in subparagraphs 7.2(a), (c), (d), (e), and (g) above.

7.3 Procedures for Approving or Objecting to Disclosure of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Parties or Experts.

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to any person listed in subparagraph 7.2(b) any information or item that has been designated “CONFIDENTIAL” first must provide to the Designating Party that person’s signed “Acknowledgment and Agreement to Be Bound” (Exhibit A).

(a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.2(c) first must provide to the Designating Party that person’s signed “Acknowledgment and Agreement to Be Bound” (Exhibit A), accompanied by a written disclosure that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume or *curriculum vitae*, (4) identifies the Expert’s current employer(s), and (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Party representative or Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to Party representative or the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to Party representative or the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that

1 could be used to reduce that risk. In addition, any such motion must be accompanied
2 by a competent declaration describing the Parties' efforts to resolve the matter by
3 agreement (i.e., the extent and the content of the meet and confer discussions) and
4 setting forth the reasons advanced by the Designating Party for its refusal to approve
5 the disclosure.

6 In any such proceeding, the Party opposing disclosure to the Party representative
7 or the Expert shall bear the burden of proving that the risk of harm that the disclosure
8 would entail (under the safeguards proposed) outweighs the Receiving Party's need to
9 disclose the Protected Material to the Party representative or Expert.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
11 OTHER LITIGATION

12 If a Party is served with a subpoena, discovery request, or a court order issued
13 in other litigation that compels disclosure of any information or items designated in
14 this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
15 EYES ONLY" that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall
17 include a copy of the subpoena, discovery request, or court order;

18 (b) promptly notify in writing the party who caused the subpoena, discovery
19 request, or order to issue in the other litigation that some or all of the material covered
20 by the subpoena, request, or order is subject to this Protective Order. Such notification
21 shall include a copy of this Stipulated Protective Order; and

22 (c) reasonably cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena, discovery request, or court order shall not produce any information
26 designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
27 ATTORNEYS' EYES ONLY" before a determination by the court from which the
28 subpoena, request, or order issued, unless the Party has obtained the Designating

1 Party's permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material – and nothing in these provisions
3 should be construed as authorizing or encouraging a Receiving Party in this action to
4 disobey a lawful directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
6 IN THIS LITIGATION

7 The terms of this Order are applicable to information produced by a Non-Party
8 in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
9 – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in
10 connection with this litigation is protected by the remedies and relief provided by this
11 Order. Nothing in this Order should be construed as prohibiting a Non-Party from
12 seeking additional protections, or as requiring the breach of any confidentiality
13 agreement between a Party and a Non-Party.

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
18 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
19 all unauthorized copies of the Protected Material, (c) inform the person or persons to
20 whom unauthorized disclosures were made of all the terms of this Order, and (d)
21 request such person or persons to execute the "Acknowledgment and Agreement to Be
22 Bound" that is attached hereto as Exhibit A.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery agreement or order that provides for production
2 without prior privilege review. Mere inadvertent production in this case of privileged
3 or otherwise protected material shall not operate to effect a waiver of any such privilege
4 or protection.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order, no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. Without written permission from the
14 Designating Party or a court order secured after appropriate notice to all interested
15 persons, a Party may not file in the public record in this action any Protected Material.
16 A Party that seeks to file under seal any Protected Material must comply with Civil
17 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
18 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
19 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
20 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
21 entitled to protection under the law. If a Receiving Party's request to file Protected
22 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
23 Receiving Party may file the Protected Material in the public record pursuant to Civil
24 Local Rule 79-5 unless otherwise instructed by the court.

25 13. FINAL DISPOSITION

26 Within 60 days of receiving a written request from the Designating Party—such
27 request to be made only after the final disposition of this action, as defined in paragraph
28 4--each Receiving Party must destroy all Protected Material and/or, at the Requesting

1 Party's expense, return all Protected Material to the Producing Party. As used in this
2 subdivision, "all Protected Material" for purposes of destruction includes all copies,
3 abstracts, compilations, summaries, and any other format reproducing or capturing any
4 of the Protected Material, and for purposes of return, means all original documents or
5 things as they were produced. Whether the Protected Material is returned or destroyed,
6 the Receiving Party must submit a written certification to the Producing Party (and, if
7 not the same person or entity, to the Designating Party) by the 60-day deadline that (1)
8 identifies (by category, where appropriate) all the Protected Material that was returned
9 or destroyed and (2) affirms that the Receiving Party has not retained any copies,
10 abstracts, compilations, summaries or any other format reproducing or capturing any
11 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain
12 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
13 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
14 reports, attorney work product, and consultant and expert work product, even if such
15 materials contain Protected Material. Any such archival copies that contain or
16 constitute Protected Material remain subject to this Protective Order as set forth in
17 Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 2, 2024

LOCKE LORD LLP

SCHWABE, WILLIAMSON & WYATT, P.C.

By: /s/ Daniel A. Solitro

By: /s/ Jason A. Wrubleski

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BDC/ANAHEIM, LLC*

CERTIFICATION

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 2, 2024

By: /s/ Jason A. Wrubleski

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 4, 2024


HON. DOUGLAS F. MCCORMICK
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full
 address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the United States
 District Court for the Central District of California on [date] in the case of
BDC/Anaheim, LLC v. RB Anaheim Management, LLC, Case No. 8:23-cv-01732
 (C.D. Cal.).

I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____